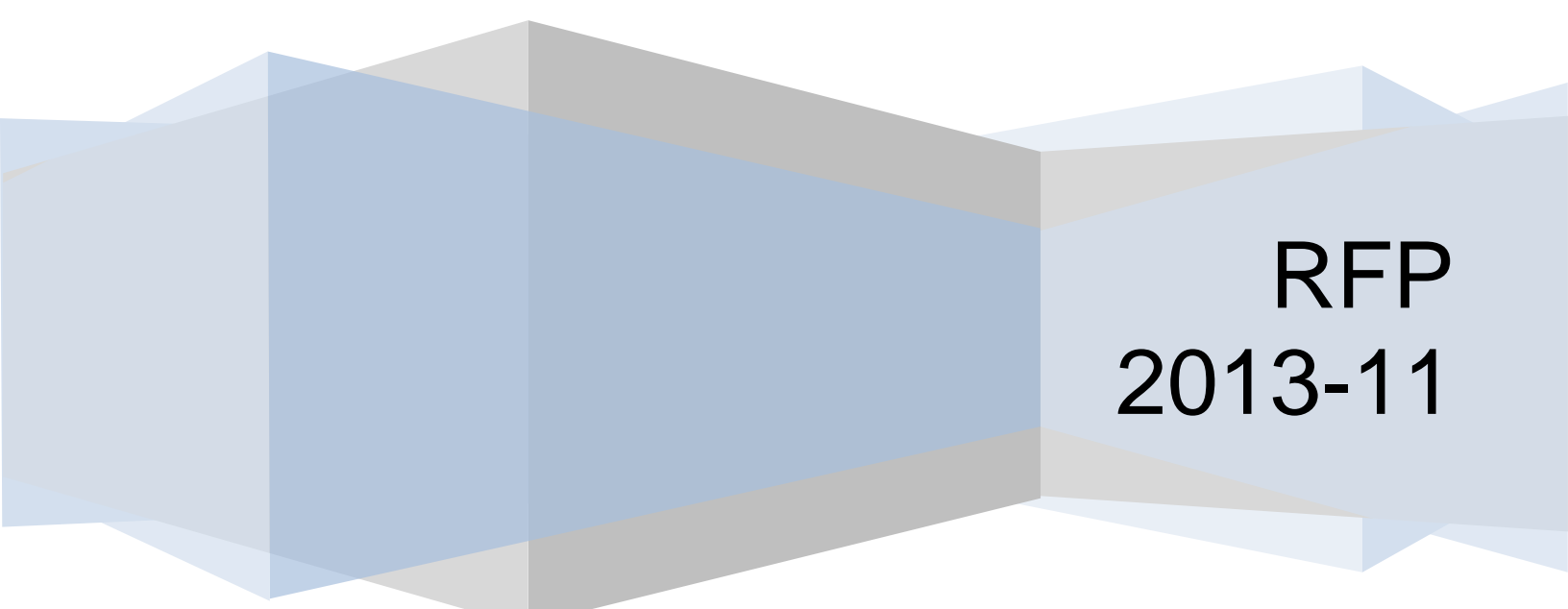


**University Medical Center
of
Southern Nevada**

**Request for Proposal
2013-11**

Federal and State Advocacy Services



**RFP
2013-11**

University Medical Center Of Southern Nevada

**CONFIRMATION FORM
for
RECEIPT OF RFP NO. 2013-11
Federal and State Advocacy Services**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2013-11

DESCRIPTION: Federal and State Advocacy Services

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:_____

Company Address:_____

City / State / Zip:_____

Name / Title:_____

Area Code/Phone Number:_____

Area Code/Fax Number:_____

Email Address:_____

**FAX THIS CONFIRMATION FORM TO: (702) 383-2609
Or EMAIL TO: robert.maher@umcsn.com
TYPE or PRINT CLEARLY**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2013-11

Federal and State Advocacy Services

UMC is soliciting proposals for a professional advocacy firm to assist UMC in the representation of UMC's interests before the Federal and State legislature and executive branches.

The RFP package is available as follows:

- By Electronic Mail or Mail – Please email a request to Contracts Management at robert.maher@umcsn.com specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 207-8846.
- Internet – Visit the Clark County website at www.clarkcountynv.gov/purchasing. Click on “Contracting Opportunities”, scroll to bottom for UMC's Opportunities and locate appropriate document in the list of current solicitations.

Proposals will be accepted at the University Medical Center address specified above on, or before, **July 18, 2013** at 2:00:00 p.m., based on the time clock at the UMC Contracts Management office. Proposals are time-stamped upon receipt.

PUBLISHED:

Las Vegas Review Journal

June 9, 2013

GENERAL CONDITIONS
RFP NO. 2013-11
Federal and State Advocacy Services

1. TERMS

The term "OWNER" or "UMC", as used throughout this document, will mean University Medical Center of Southern Nevada. The term "BCC" as used throughout this document will mean the Board of Hospital Trustees which is the Governing Body of OWNER. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

UMC is soliciting proposals for a professional advocacy firm to assist UMC in the representation of UMC's interests before the Federal and State legislature and executive branches.

3. SCOPE OF PROJECT

Background

University Medical Center of Southern Nevada, located in Las Vegas, Nevada, is a county-owned, acute-care hospital, organized under Nevada Revised Statute Chapter 450, with over 500 beds, a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center and 10 urgent care clinics.

Purpose

The purpose of this RFP is to identify superior PROPOSER(s) that can provide professional Federal and State Advocacy Services for UMC.

Expectations of Business Partner

UMC strives to provide exemplary service to its patients. UMC therefore has high expectations of its business partners. It is expected that the business partner will provide quality products and service at the lowest price available in the market, but just as important is the expectation that these products and services are provided in a manner that exhibits the highest level of ethics and professionalism. It is expected that, as a result of this relationship, the business partner will work with UMC to ensure that the agreement remains competitive with continual review of market conditions. Proposer must have 10 years of Critical Care experience in Multiphase Hyperbaric Chamber Operations.

4. DESIGNATED CONTACTS

OWNER's representative will be Rob Maher, telephone number (702) 207-8846. This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to Rob Maher, Contracts Management, robert.maher@umcsn.com.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

RFP Published in Las Vegas Review-Journal	June 9, 2013
Mandatory Pre-Proposal Meeting (xx:xx am)	N/A
Final Date to Submit Questions	June 26, 2013
Last Day for Addendums	July 10, 2013
RFP Responses Due (2:00 pm)	July 18, 2013
RFP Evaluations	July / August 2013
Finalists Selection	August 2013
Finalists Oral Presentations (if required)	August / September 2013
Final Selection & Contract Negotiations	September / October 2013
Award & Approval of the Final Contract	September / October 2013

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee. The finalists may be requested to provide OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria and price. The OWNER reserves the right to award to more than one company. This contract will be awarded on the basis of which proposal OWNER deems best suited to fulfill the requirements of the RFP. OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

OWNER's mission is to provide the highest quality of care to its patients. For continuity of care and other reasons, OWNER will enter into an exclusive contract for each component described. (The exception is that an attending physician on OWNER's staff may request any physician to provide a specific procedure or consultation for a patient.) Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the services under the agreement. Based upon this process, OWNER will then negotiate a final contract(s) with PROPOSER and present the contract(s) to the BCC for approval.

8. SUBMITTAL REQUIREMENTS

The proposal submitted **shall not exceed 30 pages**. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by evaluation criteria section to correspond with the evaluation criteria requested in Section 18. The ideal proposal will be 2-hole punched at the top and bound with a binder clip. Double sided printing is accepted, flip on short edge. Binders or spiral binding is not preferred or required.

PROPOSER shall submit one (1) clearly labeled original paper copy, seven (7) hardcopies of proposal and one (1) electronic copy of the entire proposal. The electronic copy shall be on a CD-rom in either PDF or Microsoft Word 2007. The name of PROPOSER's firm shall be indicated on the cover of each proposal.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of PROPOSER and the RFP number and title. No responsibility will attach to OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. FAXED OR EMAILED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailling instructions for proposals:

<u>Hand Delivery</u> University Medical Center Materials Management Trauma Center Building 800 Rose Street, Suite 409 Las Vegas, Nevada 89106	<u>U.S. Mail Delivery</u> University Medical Center Materials Management 1800 West Charleston Blvd Las Vegas, Nevada 89102	<u>Express Delivery (Preferred)</u> University Medical Center Materials Management 800 Rose Street, Suite 409 Las Vegas, Nevada 89106
RFP No. 2013-11 Federal and State Advocacy Services	RFP No. 2013-11 Federal and State Advocacy Services	RFP No. 2013-11 Federal and State Advocacy Services

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals to the Materials Management office. Responses delivered to UMCSN's mail room or loading dock does not constitute the official time stamp.

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped to later than 2:00:00 p.m. on the RFP opening date. RFPs time-stamped after 2:00:00 p.m., based on the time clock at the UMC Contracts Management office will be recorded as late, remain unopened and be formally rejected. PROPOSERS and other interested parties are invited to attend the RFP opening.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to OWNER's representative in writing. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. PROPOSER's offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

10. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

11. PROPOSAL COSTS

There shall be no obligation for OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will be considered.

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSER(S) in written form from OWNER's representative. OWNER is not bound by any specifications by OWNER's employees, unless such clarification or change is provided to PROPOSER(S) in written addendum form from OWNER's representative.

14. PUBLIC RECORDS

OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by OWNER may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by OWNER, its contents will become a public record and

nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from PROPOSER's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER's consent to the disclosure of the information by OWNER, PROPOSER's waiver of claims for wrongful disclosure by OWNER, and PROPOSER's covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify OWNER if OWNER is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

17. Contract Terms and Requirements

A sample of OWNER's Standard Contract is attached (**Exhibit H**). Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

18. EVALUATION CRITERIA

Evaluation will be based upon your response to the questions asked below. **All questions are to be answered in the order they appear and be noted with the identifying letter and number.** PROPOSER(S) who do not answer all questions, or provide incomplete responses, may result in disqualification.

1. **Organizational Information**

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers.
2. List name, title, direct phone number, address, and email address of the individual who will serve as

your organization's primary contact during the RFP process.

3. Provide a brief description of your organization locally, statewide and nationally (if applicable).
4. How many years of experience does your company have in Federal and State Advocacy Services?
5. List any factor(s) known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this RFP or that could materially affect OWNER's decision.
6. PROPOSER(S) may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, veteran owned small business or a Nevada business enterprise.
7. List all firm demographics including:
 - o Total number of employees;
 - o Total number of women employed;
 - o Total number of minorities employed; and
 - o Total number of bilingual employees, indicate language(s) spoken.
8. PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal as included in **Exhibit D**.

2. Experience / References

1. Include a brief resume of all similar projects your firm has performed for the past 3-5 years. Each project listed shall include the name, title, and phone number of a contact person for the project for review purposes.
2. Description of experience with the Nevada state legislative process
3. Description of government affairs advocacy experience relating to hospitals, medical facilities, and/or medical services
4. Submit a resume for each member that would be UMC's primary contact.
5. Provide a copy of latest Nevada registration documents for each member that would be UMC's primary contact.
6. Provide a lobbying strategy plan that you foresee would benefit UMC.

3. Compliance

1. Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

4. Insurance:

1. The PROPOSER's ability to provide the required certificates of insurance as indicated in the attached Standard Contract Exhibit H. PROPOSER must provide a statement that firm will comply with insurance requirements. (**Attachment C**)

5. Disclosure of Ownership/Principals Form

1. PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal. (**Attachment D**)

6. Other:

1. Other factors the PROPOSER determines appropriate which would indicate to the OWNER that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

19. Attachments

Attachment #	Attachment Name	Notes
Exhibit A	Scope of Work	Informational
Exhibit B	Cost/Price Schedule	Required with proposal
Exhibit C	Insurance	Required upon contract award
Exhibit D	Disclosure Forms	Required with proposal
Exhibit E	Subcontractor	Required with proposal
Exhibit F	BAA	N/A
Exhibit G	IT Requirements	N/A
Exhibit H	Sample Contract	Informational

EXHIBIT A

SCOPE OF WORK

FEDERAL LOBBYIST SERVICES

Services to be performed by the CONSULTANT for the PROJECT shall consist of the work described as set forth and defined herein:

CONSULTANT activities shall include, but not be limited to, working closely with OWNER staff to complete the following tasks:

1. **Federal Program Development:**
 - a. In partnership with the OWNER, develop a strategic plan for pursuing legislative interests, including appropriations requests, before Congress and the Administration.
 - b. Identify major issues which may potentially affect the OWNER and which are expected to be reviewed by Congress and the Administration.
 - c. Assist in drafting the Federal Program for the OWNER.
2. **Advice and Advocacy on Behalf of the OWNER and Related Appropriations Requests:**
 - a. Review federal executive proposals, proposed and adopted administrative rules, regulations, grant announcements, and other federal developments for impacts on OWNER, and confer with OWNER staff on any issues that may impact University Medical Center of Southern Nevada.
 - b. Proactively advise the OWNER on issues which may impact OWNER policies, programs, or the OWNER long-range success at fulfilling its federal program.
 - c. Assist to develop talking points, appropriations requests, and amendments in keeping with, or supportive of, OWNER legislative interests.
 - d. Communicate the OWNER's legislative platform and appropriations requests to the appropriate elected representatives, key Committee members, federal agencies, and other persons as appropriate.
 - e. As requested, assist in preparing testimony before Congressional committees on behalf of OWNER.
 - f. As requested, coordinate appointments, meetings, or contact between the Board of County Commissioners and/or OWNER staff and Congressional representatives or staff.
 - g. Assist with identifying additional federal funding sources and grant opportunities and with securing approval.
 - h. Routinely inform delegates of the positive accomplishments of UMC.

3. Federal Agency Assistance:

- a. Inform OWNER of relevant opportunities for federal assistance.
- b. Recommend and perform appropriate liaison and follow-up work with federal agencies on behalf of the OWNER, in any manner the OWNER determines to be in its best interest.
- c. Promote OWNER programs to agencies which might shape future agency funding priorities. Create partnerships that might improve funding opportunities for the OWNER.

4. Conflicts of Interest

- a. Prior to CONSULTANT contracting with any new or additional client(s) for federal lobbying services in healthcare or related industries, CONSULTANT shall contact OWNER to determine if representation of the new client would pose a significant chance of conflict with OWNER's interest and receive written consent from the OWNER prior to engaging in a contract for any new or additional federal lobbying client in healthcare or related industries.
- b. Should a conflict arise, the CONSULTANT shall notify OWNER, in writing, of the nature of the conflict and the CONSULTANT, upon written approval by OWNER, may subcontract with, or arrange for work defined in the Scope of Work, to be completed by, an approved agency or contractor as defined herein. The CONSULTANT shall cease then to represent OWNER on that issue and the CONSULTANT or subcontractor without the conflict should take over that issue. Should both CONSULTANT and subcontractor have the same conflict, OWNER's Representative shall have the right to terminate the contract without prior notice.
- c. CONSULTANT shall provide OWNER with disclosure of promotion of any campaign for political office at any level performed by CONSULTANT for candidates running for Clark County office.

STATE OF NEVADA LOBBYIST SERVICES

The Consultant will be responsible for all personnel and resources, to include all travel, lodging, meals and miscellaneous expenses, while supplementing the work of UMC's staff in identifying, and helping to prioritize opportunities and challenges for UMC with respect to issues under consideration by the Nevada State Legislature, the Office of the Governor, and relevant state agencies. Lobbyist shall adhere to NRS 218H in its entirety.

CONSULTANT activities shall include, but not be limited to, working closely with OWNER staff to complete the following tasks:

1. **State Program Development:**

- a. In partnership with the OWNER, develop a strategic plan for pursuing legislative interests before Legislature and the Administration.
- b. Identify major issues which may potentially affect the OWNER and which are expected to be debated by Legislation and the Administration.
- c. Develop a strategic plan for pursuing legislative interests before the Nevada State Legislature, including the support, opposition, or amendment of proposed legislation or regulations.
- d. Develop and draft legislation and amendments in keeping with, or supportive of, UMC's legislative interests.
- e. Consult with UMC on proposed legislation and policies as well as emerging issues that may affect UMC.

2. **Advice and Advocacy on Behalf of the OWNER:**

- a. Review state executive proposals, proposed and adopted administrative rules, regulations, grant announcements, appropriations and other state developments for impacts on OWNER, and confer with OWNER staff on any issues that may impact University Medical Center of Southern Nevada.
- b. Proactively advise the OWNER on issues which may impact OWNER policies, programs, or the OWNER long-range success at fulfilling its state program.
- c. Communicate the OWNER's legislative platform to the appropriate elected representatives, key Committee members, state agencies, and other persons as appropriate.
- d. As requested, assist in preparing testimony before Legislation committees on behalf of OWNER.

- e. As requested, coordinate appointments, meetings, or contact between the Board of County Commissioners and/or OWNER staff and Legislation representatives or staff. Coordinate Legislators' visits to UMC.
- f. Assist with identifying additional State administered funding sources and grant opportunities

3. State Agency Assistance:

- a. Inform OWNER of relevant opportunities for state assistance.
- b. Recommend and perform appropriate liaison and follow-up work with state agencies on behalf of the OWNER, in any manner the OWNER determines to be in its best interest.
- c. Promote OWNER programs to agencies which might shape future agency funding priorities. Create partnerships that might improve funding opportunities for the OWNER.
- d. Monitor state legislative committee meetings, agency hearings, and meetings prior to and during the regular and special legislative session(s) at which issues, that may affect UMC, may arise.
- e. As needed, testify before state legislative committees on behalf of UMC during the legislative session and special session(s).
- f. Lobby for UMC's position on legislation, regulatory matters, and matters of interest, including:
- g. Direct contact and communication with the executive branch;
- h. Direct contact and communication with state legislators and staff;
- i. Direct contact and communication with representatives of state agencies; and
draft letters and talking points on legislation as directed.
- j. As requested, coordinate appointments, meetings, or contact between the UMC Executive Staff, or Administrative Services staff, and state legislators and/or executive office.
- k. As requested, provide in-person briefings to the UMC Executive Staff and Government Relations Staff on key issues and legislative activity.

4. Strategic and Crisis Management

CONSULTANT shall provide strategic management and public relations support to UMC, which shall include working closely with UMC staff to:

- a. Provide high-level support and counsel during emergency/crisis situations.

- b. Provide assistance with media relations support and communications strategy to manage communications during critical events.
- c. Routinely inform legislatures of the positive accomplishments of UMC.

5. Conflicts of Interest

- a. Prior to CONSULTANT contracting with any new or additional client(s) for federal lobbying services in healthcare or related industries, CONSULTANT shall contact OWNER to determine if representation of the new client would pose a significant chance of conflict with OWNER's interest and receive written consent from the OWNER prior to engaging in a contract for any new or additional federal lobbying client in healthcare or related industries.
- b. Should a conflict arise, the CONSULTANT shall notify OWNER, in writing, of the nature of the conflict and the CONSULTANT, upon written approval by OWNER, may subcontract with, or arrange for work defined in the Scope of Work, to be completed by, an approved agency or contractor as defined herein. The CONSULTANT shall cease then to represent OWNER on that issue and the CONSULTANT or subcontractor without the conflict should take over that issue. Should both CONSULTANT and subcontractor have the same conflict, OWNER's Representative shall have the right to terminate the contract without prior notice.
- c. CONSULTANT shall provide OWNER with disclosure of promotion of any campaign for political office at any level performed by CONSULTANT for candidates running for Clark County office.

Cost/Fee Schedule

This contract(s) shall be a firm fixed price that is all inclusive but not limited to labor, staffing, supplies, equipment, transportation, per diem.

	Monthly Cost	Annual Cost
January – December 2014		
January – December 2015		
January – December 2016		
January – December 2017 (Option 1)		
January – December 2018 (Option 2)		
Total Extend Cost		

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, //TYPE// SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

Format/Time: The //TYPE// shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by OWNER. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

Best Key Rating: OWNER requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

Owner Coverage: OWNER, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The //TYPE//s insurance shall be primary as respects OWNER, its officers and employees.

Endorsement/Cancellation: The //TYPE//s general liability insurance policy shall be endorsed to recognize specifically the //TYPE//s contractual obligation of additional insured to Owner. All policies must note that OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

Commercial General Liability: Subject to Paragraph 6 of this Exhibit, the //TYPE// shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

Automobile Liability: Subject to Paragraph 6 of this Exhibit, the //TYPE// shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by //TYPE// and any auto used for the performance of services under this Contract.

Professional Liability: The //TYPE// shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of OWNER.

Workers' Compensation: The //TYPE// shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a //TYPE// that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the //TYPE// has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Failure To Maintain Coverage: If the //TYPE// fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the //TYPE// to stop the work, declare the //TYPE// in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the //TYPE// or deduct the amount paid from any sums due the //TYPE// under this Contract.

Additional Insurance: The //TYPE// is encouraged to purchase any such additional insurance as it deems necessary.

Damages: The //TYPE// is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the //TYPE//, their subcontractors or anyone employed, directed or supervised by //TYPE//.

Cost: The //TYPE// shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by the //TYPE//s Insurance Company representative:

- 1) Insurance Broker's name, complete address, phone and fax numbers.
- 2) //TYPE//s name, complete address, phone and fax numbers.
- 3) Insurance Company's Best Key Rating
- 4) Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
- 5) Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
- 6) Worker's Compensation
- 7) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- 8) Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.
- 9) Appointed Agent Signature to include license number and issuing state



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED CONTRACTOR'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COMPANY'S

BEST KEY

RATING

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						DEDUCTIBLE MAXIMUM	\$ 25,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER	\$
	describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	INSTALLATION FLOATER						AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(Insert Project Name). UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER**CANCELLATION**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 WEST CHARLESTON BOULEVARD
LAS VEGAS, NV 89102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The Certificate Holder is named as an additional insured.

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ACORD 25 (2010/05)

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INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type					
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Other					
Business Designation Group					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		
Corporate/Business Entity Name:					
(Include d.b.a., if applicable)					
Street Address:			Website:		
City, State and Zip Code:			POC Name and Email:		
Telephone No:			Fax No:		
Local Street Address:			Website:		
City, State and Zip Code:			Local Fax No:		
Local Telephone No:			Local POC Name Email:		
Number of Clark County Nevada Residents Employed:					

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF RELATIONSHIP (Suppliers)

Purpose of the Form

The purpose of the Disclosure of Relationship Form is to gather information pertaining to the business entity for use by the Board of Hospital Trustees and Hospital Administration in determining whether a conflict of interest exists prior to awarding a contract.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and UMC. Failure to submit the requested information may result in a refusal by the UMC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Relationship form must be completed. If not applicable, write in N/A.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Definition

An actual or potential conflict of interest is present when an actual or potential conflict exists between an individual’s duty to act in the best interests of UMC and the patients we serve and his or her desire to act in a way that will benefit only him or herself or another third party. Although it

is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities that might cause conflict of interest and to which this policy applies.

Key Definitions

“Material financial interest” means

- An employment, consulting, royalty, licensing, equipment or space lease, services arrangement or other financial relationship
- An ownership interest
- An interest that contributes more than 5% to a member’s annual income or the annual income of a family member
- A position as a director, trustee, managing partner, officer or key employee, whether paid or unpaid

“Family member” means a spouse or domestic partner, children and their spouses, grandchildren and their spouses, parents and their spouses, grandparents and their spouses, brothers and sisters and their spouses, nieces and nephews and their spouses, parents-in-law and their spouses. Children include natural and adopted children. Spouses include domestic partners.

“Personal interests” mean those interests that arise out of a member’s personal activities or the activities of a family member.

DISCLOSURE OF RELATIONSHIP (Suppliers)

Corporate/Business Entity Name:	
(Include d.b.a., if applicable)	
Street Address:	
City, State and Zip Code:	
Telephone No:	
Point of Contact Name:	
Email:	

1. **COMPENSATION ARRANGEMENTS** - Does a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) have an employment, consulting or other financial arrangement (including, without limitation, an office or space lease, royalty or licensing agreement, or sponsored research agreement) with the company?

☐ Yes ☐ No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Describe the Compensation Arrangement	Dollar Value of Compensation
1.			
2.			
3.			

(Use additional sheets as necessary)

2. **BUSINESS POSITIONS** - Is a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) an officer, director, trustee, managing partner, officer or key employee of the company?

☐ Yes ☐ No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Business Position or Title	Dollar Value of Compensation (include meeting stipends and travel reimbursement)
1.			
2.			
3.			

(Use additional sheets as necessary)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate.

Signature

Print Name

Title

Date

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in the contracting/selection process?

☐ Yes ☐ No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name / Authorized Department Representative

SUBCONTRACTOR INFORMATION

DEFINITIONS

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

☐

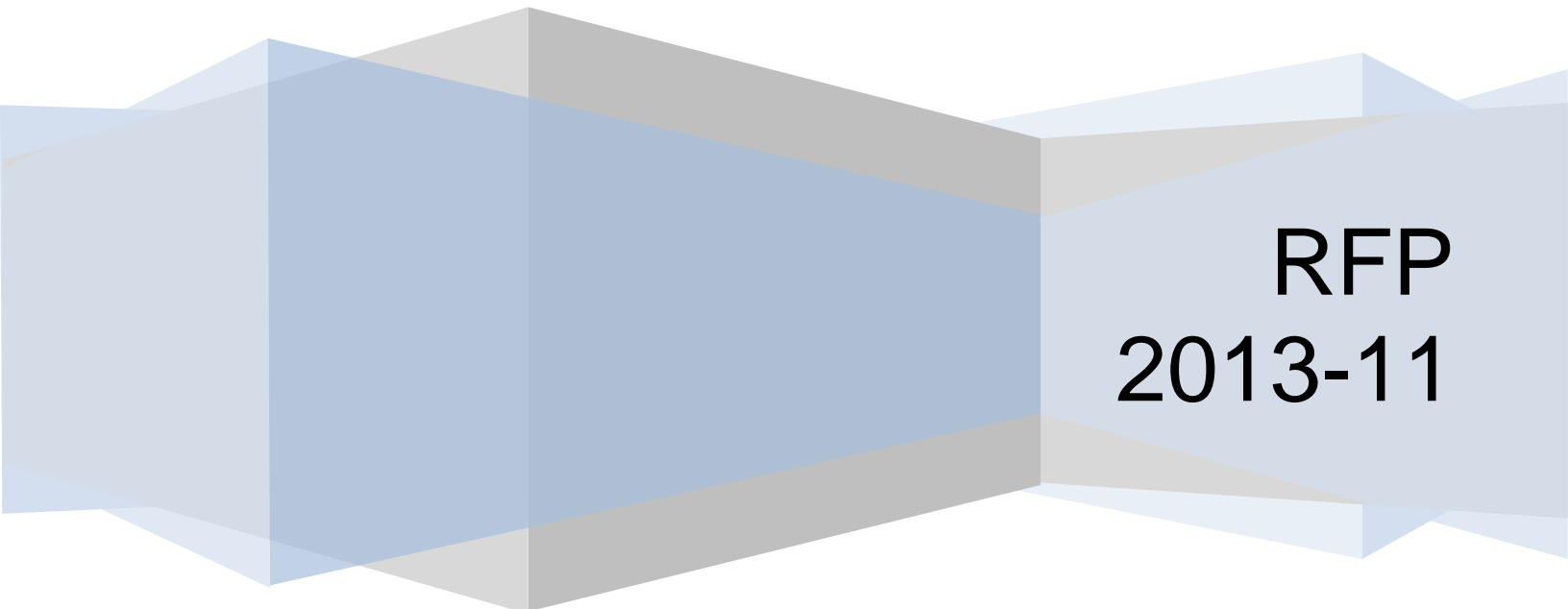
No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

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Intentionally Left Blank

University Medical Center of Southern Nevada

Federal and State Advocacy Services



**RFP
2013-11**



Agreement

Federal and State Advocacy Services

Company's Contract Ref #: _____

Contract Issue By:

UMC of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Company:

Address: _____

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

CONTRACT FOR FEDERAL AND STATE ADVOCACY SERVICES

This Contract is made and entered into this ____ day of _____ 2013, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (hereinafter referred to as OWNER), and _____, (HEREINAFTER REFERRED TO AS COMPANY), to provide services FOR Federal and State Advocacy Services (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, the COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed the limits identified in Exhibit B, Cost/Fee Schedule, including materials, supplies, equipment, maintenance, services, all travel, lodging, meals and miscellaneous expenses.

WHEREAS, the COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

WHEREAS, the **Contract's term shall be three (3) years with two (2), one (1) year option periods initiating at the execution of this agreement.** During this period, COMPANY agrees to provide services as required by OWNER within the scope of this Contract.

NOW, THEREFORE, OWNER and COMPANY agree as follows:

SECTION I: Scope of Project

- A. Scope of Project for this contract is based on the document in **Exhibit A**.

SECTION II: Payment

- A. Tax status: Exempt
- B. Terms: NET 45
- C. Payments shall be IAW the Cost/Fee Schedule in **Exhibit B**.
- D. NRS 354.626 (**Unlawful expenditure of money in excess of amount appropriated; penalties; exceptions**) is incorporated by reference.
- E. Invoices:
- i. Payment of invoices will be made within 45 calendar days after receipt of an accurate invoice that has been reviewed and approved by OWNER's representative. Invoices shall include all backup materials for services provided include but not limited to invoices for third party goods and services, station logs, etc.
 - ii. OWNER's representative shall notify COMPANY in writing within 14 calendar days of any disputed amount included on the invoice.
 - iii. No penalty will be imposed on OWNER if OWNER fails to pay COMPANY within 45 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
 - iv. In the event that legal action is taken by OWNER or COMPANY based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
 - v. ALL payments shall be due within 45 calendar days after receipt of the invoice.
 - vi. OWNER shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.

- vii. Invoices shall be submitted to Accounts Payable, UMC of Southern Nevada, 1800 W. Charleston Blvd, Las Vegas, NV 89102.

SECTION III: Delivery / Service Locations

- A. Service performed under this Contract shall be conducted in the following facilities. Specifics will be detailed in the Scope of Project or OWNER's designee.
- i. Facilities: Multiple

SECTION IV: Required Documents / Policies

- A. The documents/policies checked as included herein by reference shall be submitted or adhered to in order to receiving an executed Contract.

Included herein	Document / Policy Name
X	Clark County Business License
	Business Associate Agreement
X	Insurance Information
X	Disclosure (Owner)
X	Disclosure (Supplier)
	Milestone Chart
	IT Requirements
	Subcontractor Plan
	I-66 Policy
	I-179 Policy
	Employee Health Policies
	I-54 Dress Code
	Sterilization Policy

SECTION V: Contract Terms and Conditions

A. Responsibilities of:

i. **COMPANY.**

- a. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- b. In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Contract.
- c. COMPANY acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, OWNER may declare the COMPANY in breach of the Contract, terminate the Contract, and designate the COMPANY as non-responsible.
- d. COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY shall not, under any circumstances, be considered employees of OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.
- e. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- f. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by OWNER of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and COMPANY shall be and remain liable in accordance with the terms of this Contract and

applicable law for all damages to OWNER caused by COMPANY's performance or failures to perform under this Contract.

- g. COMPANY has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by OWNER.
- h. The rights and remedies of OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.
- i. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by COMPANY to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any documentation on any other "SERVICES" conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. COMPANY shall maintain all required records for three years after COMPANY makes final payment(s) and all other pending matters are closed.
- j. The COMPANY agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- k. COMPANY shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, the COMPANY will replace him or her with a qualified person. If COMPANY fails to make a required replacement within 30 days, OWNER may terminate this Contract for default.
- l. If a conflict of interest were to arise on legislative lobbying matters, appropriate waivers would be sought from the affected parties whose interests conflict. Should waivers of conflict not be granted by the parties, COMPANY may be disqualified from representing one or more of the parties where interests conflict. It is the intent of this Contract that OWNER's interests will be represented before other parties.

ii. **OWNER**

- a. The services performed by COMPANY under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative, Gail Yedinak, telephone number (702) 383-6209 or her designee. OWNER's representative may delegate any or all of their responsibilities under this Contract to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- b. The review comments of OWNER's representative may be reported in writing as needed to COMPANY. It is understood that OWNER's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

B. CHANGES

- i. OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by COMPANY of notification of change unless OWNER grants a further period of time before the date of final payment under this Contract.
- ii. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of OWNER.

C. Owner's Fiscal Limitations

- i. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit OWNER's financial responsibility as indicated in Sections 2 and 3 below.
- ii. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which OWNER fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
- iii. OWNER's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the COMPANY.

D. SUBCONTRACTS

- i. Services specified by this Contract shall not be subcontracted by COMPANY, without prior written approval of OWNER.

E. Termination

- i. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than 30 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
- ii. This Contract may be terminated in whole or in part by OWNER for its convenience; but only after the COMPANY is given:
 - a. not less than 30 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with OWNER prior to termination.
- iii. If termination for default is effected by OWNER, OWNER will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to OWNER by reason of COMPANY's default.

- iv. If termination is for OWNER's convenience, OWNER shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
- v. Upon receipt or delivery by COMPANY of a termination notice, the COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to OWNER's representative any materials that belong to OWNER.
- vi. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of OWNER.
- vii. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause existing or future, which is beyond the reasonable control of such party.
- viii. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.
- ix. **Budget Act and Fiscal Fund Out:** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by OWNER for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and OWNER's obligations under it shall be extinguished at the end of any of OWNER's fiscal years in which OWNER's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. OWNER agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve OWNER of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

F. Covenant Against Contingent Fees

- i. COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

G. Gratuities

- i. OWNER may, by written notice to COMPANY, terminate this Contract if it is found after notice and hearing by OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.

- ii. In the event this Contract is terminated as provided in paragraph 1 hereof, OWNER shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Contract by COMPANY; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by OWNER) which shall be not less than 3 nor more than 10 times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
- iii. The rights and remedies of OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. General Terms and Conditions

- i. Indemnity
 - a. COMPANY does hereby agree to defend, indemnify, and hold harmless OWNER and the employees, officers and agents of OWNER from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Contract.
- ii. Assignment
 - a. Any attempt by COMPANY to assign or otherwise transfer any interest in this Contract without the prior written consent of OWNER shall be void.
- iii. Governing Law
 - a. Nevada law shall govern the interpretation of this Contract.
 - b. COMPANY will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada. Execution of this Contract shall indicate that COMPANY is familiar with, and prepared to comply with, pertinent, governing and controlling regulations, guidelines, policies and requirements of all federal, state and local agencies regulating COMPANY conduct.
- iv. Confidential Treatment of Information
 - a. COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.
- v. ADA Requirements
 - a. All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.
- vi. Notice
 - a. Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER: Chief Executive Officer
University Medical Center of Southern Nevada

1800 West Charleston Boulevard
Las Vegas, Nevada 89102

TO: _____

- vii. Authority to Execute. The individuals signing this Contract on behalf of the parties have been duly authorized and empowered to execute this Contract and by their signatures shall bind the parties to perform all the obligations set forth in this Contract.

viii. CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this agreement, other than for the supply of goods being shipped directly to a UMC facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

a. Clark County Business License is Required if:

1. A business is physically located in unincorporated Clark County, Nevada.
2. The work to be performed is located in unincorporated Clark County, Nevada.

b. Register as a Limited Vendor Business Registration if:

1. A business is physically located outside of unincorporated Clark County, Nevada
2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.accessclarkcounty.com , select "Online Services", then select "Business License Inquire" or by the browser search <http://sandgate.co.clark.nv.us/businessLicense/businessSearch/blindex.asp>

- ix. Confidentiality Clause: All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived there from shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by COMPANY shall be kept in the strictest confidence by COMPANY and its employees and contractors.
- x. Entire Agreement: This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Contract.

- xi. Force Majeure: Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control. The parties shall be relieved of their obligations only as to those affected operations and only as to those affected portions of this Contract for the duration of such interruption.
- xii. Insurance: COMPANY shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of Contract and shall provide proof of coverage upon request by OWNER.
- xiii. Non-Discrimination. COMPANY hereunder shall be in compliance with all federal and state laws prohibiting discrimination on the basis of age, race, color, religion, sex, sexual orientation, national origin, gender identity or expression, disability, national origin, veteran status, or any other protected status.
- xiv. Patent indemnity. The COMPANY shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the COMPANY is reasonably notified of such claims and proceedings.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

OWNER:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____

BRIAN BRANNMAN

Chief Executive Officer

Company:

By: _____

Exhibit A
SCOPE OF PROJECT

BACKGROUND:

UMC is the only public hospital in Clark County and operates the state's only Level I Trauma Center and Organ Transplant Center, Level II Pediatric Trauma, and Lions Burn Care Center. UMC is home to Children's Hospital of Nevada, the only one of its kind in the Silver State that is recognized by the National Association of Children's Hospitals and Related Institutions (NACHRI.) UMC and Children's Hospital of Nevada offer the highest level of care within 10,000 square miles. UMC is affiliated with the University of Nevada School Of Medicine and serves as the state's major clinical campus. Through its affiliation with the School of Medicine, residency programs in emergency medicine, internal medicine, obstetrics and gynecology, family practice, general surgery and pediatrics are offered at UMC. UMC operates several Quick Care and Primary Care clinics around Clark County. UMC is home to several specialty service lines including orthopedics, pediatrics, neonatology, cardiology, neurology, and oncology, among others.

OBJECTIVE:

To provide UMC with State Advocacy with Crisis Management and Federal Advocacy.

SCOPE:

FEDERAL LOBBYIST SERVICES

Services to be performed by the CONSULTANT for the PROJECT shall consist of the work described as set forth and defined herein:

CONSULTANT activities shall include, but not be limited to, working closely with OWNER staff to complete the following tasks:

5. Federal Program Development:

- d. In partnership with the OWNER, develop a strategic plan for pursuing legislative interests, including appropriations requests, before Congress and the Administration.
- e. Identify major issues which may potentially affect the OWNER and which are expected to be reviewed by Congress and the Administration.
- f. Assist in drafting the Federal Program for the OWNER.

6. Advice and Advocacy on Behalf of the OWNER and Related Appropriations Requests:

- a. Review federal executive proposals, proposed and adopted administrative rules, regulations, grant announcements, and other federal developments for impacts on OWNER, and confer with OWNER staff on any issues that may impact University Medical Center of Southern Nevada.
- b. Proactively advise the OWNER on issues which may impact OWNER policies, programs, or the OWNER long-range success at fulfilling its federal program.
- c. Assist to develop talking points, appropriations requests, and amendments in keeping with, or supportive of, OWNER legislative interests.
- d. Communicate the OWNER's legislative platform and appropriations requests to the appropriate elected representatives, key Committee members, federal agencies, and other persons as appropriate.
- e. As requested, assist in preparing testimony before Congressional committees on behalf of OWNER.
- f. As requested, coordinate appointments, meetings, or contact between the Board of County Commissioners and/or OWNER staff and Congressional representatives or staff.
- g. Assist with identifying additional federal funding sources and grant opportunities and with securing approval.
- h. Routinely inform delegates of the positive accomplishments of UMC.

7. Federal Agency Assistance:

- a. Inform OWNER of relevant opportunities for federal assistance.
- b. Recommend and perform appropriate liaison and follow-up work with federal agencies on behalf of the OWNER, in any manner the OWNER determines to be in its best interest.
- c. Promote OWNER programs to agencies which might shape future agency funding priorities. Create partnerships that might improve funding opportunities for the OWNER.

8. Conflicts of Interest

- a. Prior to CONSULTANT contracting with any new or additional client(s) for federal lobbying services in healthcare or related industries, CONSULTANT shall contact OWNER to determine if representation of the new client would pose a significant chance of conflict with OWNER's interest and receive written consent from the OWNER prior to engaging in a contract for any new or additional federal lobbying client in healthcare or related industries.
- b. Should a conflict arise, the CONSULTANT shall notify OWNER, in writing, of the nature of the conflict and the CONSULTANT, upon written approval by OWNER, may subcontract with, or arrange for work defined in the Scope of Work, to be completed by, an approved agency or contractor as defined herein. The CONSULTANT shall cease then to represent OWNER on that issue and the CONSULTANT or subcontractor without the conflict should take over that issue. Should both CONSULTANT and subcontractor have the same conflict, OWNER's Representative shall have the right to terminate the contract without prior notice.
- c. CONSULTANT shall provide OWNER with disclosure of promotion of any campaign for political office at any level performed by CONSULTANT for candidates running for Clark County office.

STATE OF NEVADA LOBBYIST SERVICES

The Consultant will be responsible for all personnel and resources, to include all travel, lodging, meals and miscellaneous expenses, while supplementing the work of UMC's staff in identifying, and helping to prioritize opportunities and challenges for UMC with respect to issues under consideration by the Nevada State Legislature, the Office of the Governor, and relevant state agencies. Lobbyist shall adhere to NRS 218H in its entirety.

CONSULTANT activities shall include, but not be limited to, working closely with OWNER staff to complete the following tasks:

6. State Program Development:

- f. In partnership with the OWNER, develop a strategic plan for pursuing legislative interests before Legislature and the Administration.
- g. Identify major issues which may potentially affect the OWNER and which are expected to be debated by Legislation and the Administration.
- h. Develop a strategic plan for pursuing legislative interests before the Nevada State Legislature, including the support, opposition, or amendment of proposed legislation or regulations.
- i. Develop and draft legislation and amendments in keeping with, or supportive of, UMC's legislative interests.
- j. Consult with UMC on proposed legislation and policies as well as emerging issues that may affect UMC.

7. Advice and Advocacy on Behalf of the OWNER:

- a. Review state executive proposals, proposed and adopted administrative rules, regulations, grant announcements, appropriations and other state developments for impacts on OWNER, and confer with OWNER staff on any issues that may impact University Medical Center of Southern Nevada.
- b. Proactively advise the OWNER on issues which may impact OWNER policies, programs, or the OWNER long-range success at fulfilling its state program.
- c. Communicate the OWNER's legislative platform to the appropriate elected representatives, key Committee members, state agencies, and other persons as appropriate.
- d. As requested, assist in preparing testimony before Legislation committees on behalf of OWNER.
- e. As requested, coordinate appointments, meetings, or contact between the Board of County Commissioners and/or OWNER staff and Legislation representatives or staff. Coordinate Legislators' visits to UMC.
- f. Assist with identifying additional State administered funding sources and grant opportunities

8. State Agency Assistance:

- a. Inform OWNER of relevant opportunities for state assistance.
- b. Recommend and perform appropriate liaison and follow-up work with state agencies on behalf of the OWNER, in any manner the OWNER determines to be in its best interest.
- c. Promote OWNER programs to agencies which might shape future agency funding priorities. Create partnerships that might improve funding opportunities for the OWNER.

Exhibit A

Federal and State Advocacy Services

- d. Monitor state legislative committee meetings, agency hearings, and meetings prior to and during the regular and special legislative session(s) at which issues, that may affect UMC, may arise.
- e. As needed, testify before state legislative committees on behalf of UMC during the legislative session and special session(s).
- f. Lobby for UMC's position on legislation, regulatory matters, and matters of interest, including:
- g. Direct contact and communication with the executive branch;
- h. Direct contact and communication with state legislators and staff;
- i. Direct contact and communication with representatives of state agencies; and
draft letters and talking points on legislation as directed.
- j. As requested, coordinate appointments, meetings, or contact between the UMC Executive Staff, or Administrative Services staff, and state legislators and/or executive office.
- k. As requested, provide in-person briefings to the UMC Executive Staff and Government Relations Staff on key issues and legislative activity.

9. Strategic and Crisis Management

CONSULTANT shall provide strategic management and public relations support to UMC, which shall include working closely with UMC staff to:

- d. Provide high-level support and counsel during emergency/crisis situations.
- e. Provide assistance with media relations support and communications strategy to manage communications during critical events.
- f. Routinely inform legislatures of the positive accomplishments of UMC.

10. Conflicts of Interest

- a. Prior to CONSULTANT contracting with any new or additional client(s) for federal lobbying services in healthcare or related industries, CONSULTANT shall contact OWNER to determine if representation of the new client would pose a significant chance of conflict with OWNER's interest and receive written consent from the OWNER prior to engaging in a contract for any new or additional federal lobbying client in healthcare or related industries.
- b. Should a conflict arise, the CONSULTANT shall notify OWNER, in writing, of the nature of the conflict and the CONSULTANT, upon written approval by OWNER, may subcontract with, or arrange for work defined in the Scope of Work, to be completed by, an approved agency or contractor as defined herein. The CONSULTANT shall cease then to represent OWNER on that issue and the CONSULTANT or subcontractor without the conflict should take over that issue. Should both CONSULTANT and subcontractor have the same conflict, OWNER's Representative shall have the right to terminate the contract without prior notice.
- c. CONSULTANT shall provide OWNER with disclosure of promotion of any campaign for political office at any level performed by CONSULTANT for candidates running for Clark County office.

Exhibit B
FEE SCHEDULE

This contract(s) shall be a firm fixed price that is all inclusive but not limited to labor, staffing, supplies, equipment, transportation, per diem.

	Monthly Cost	Annual Cost
January – December 2014		
January – December 2015		
January – December 2016		
January – December 2017 (Option 1)		
January – December 2018 (Option 2)		
Total Extend Cost		

Rates shall be held firm throughout the term of the contract.

Send Invoices To: University Medical Center
 Attn: Accounts Payable
 1800 W. Charleston BLVD
 Las Vegas, NV 89102

Invoices shall be paid NET 45.